## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Ronald Williams,	Civ. Action #: 22-CV-04440 (JLR)(JW)
Plaintiff,	JUDGMENT
Keyless LLC, and N.Y. Residential Property Works LLC,	
Defendants.	

A notice of acceptance of a Rule 68 Offer of Judgment having been filed on August 7, 2024; and Defendants Keyless LLC, and N.Y. Residential Property Works LLC, having offered to allow entry of judgment to be taken against it and in favor of Plaintiff Ronald Williams in the amount of \$33,000.00, inclusive of all penalties, interest, costs and attorney fees;

Defendants knowingly and voluntarily release and forever discharge Plaintiff of and from any and all claims, debts, obligations or liability whatsoever, whether known or unknown, that they have or may have against Plaintiff, including but not limited to any claim by Defendants for back payments for rent and occupancy of the Apartment covering the period from the beginning of Plaintiff's employment through the Surrender Date which is 45 days after the Court's entry of judgment. ("Surrender Date").

If there is a default in making the payments herein, Plaintiff or his counsel, will give Defendant Keyless LLC and N.Y. Residential Property Works LLC written notice of said default, by sending a notice of default by email to Defendant's attorney Mr. Jason Mizrahi, Esq. at Jason@levinepstein.com. Defendants will have ten (10) days from receipt of such notice to cure the default. If Defendants do not cure the default within ten (10) days of the notice, Plaintiff and his Counsel shall have the right to a judgment or supplemental judgment against Defendants Keyless LLC and N.Y. Residential Property Works LLC, in the amount of Forty-Nine Thousand

Five Hundred Dollars and Zero Cents (\$49,500.00) less any monies paid by Defendants at the time of default. The Court shall retain and have authority and jurisdiction to enter such judgment or supplemental judgment in favor of Plaintiff and his counsel.

Release of Claims by Plaintiff. In return for the payments identified in paragraph 2, Plaintiff knowingly and voluntarily releases and forever discharges Defendants of and from any and all wage and hour claims and claims asserted in this action, or could have been asserted in this action, against Defendants, as of the date of execution of this Agreement.

Release of Claims by Defendant. Defendant knowingly and voluntarily release and forever discharges Plaintiff of and from any and all claims, debts, obligations or liability whatsoever, whether known or unknown, that it has, had, or may have against Plaintiff, as of the Surrender Date.

Surrender and Vacating the Premises. No later than forty-five (45) days after the Court's entry of judgment in this matter and provided payments are timely made, Plaintiff, and all persons residing with him, shall vacate and surrender the Apartment in broom-clean condition. Plaintiff (or Plaintiff's Counsel) shall confirm in writing to Defendants' counsel that the apartment has been vacated and surrendered; it is

ORDERED and ADJUDGED that judgment is entered in favor of Ronald Williams and against Defendants Keyless LLC, and N.Y. Residential Property Works LLC, in the amount of \$33,000.00, inclusive of all penalties, interest, costs and attorney fees.

Dated: August 12 2024 New York, New York

> Hon. Jenhifer L. Rochon United States District Judge